

## SCHEDULE 2 TO GRANT DEED

### RESERVATION OF DEED RESTRICTIONS

This Reservation of Deed Restrictions (“**Deed Restrictions**”) constitutes an integral part of the Grant Deed to which it is attached (“**Deed**”), by means of which Grantor is conveying to Grantee the Property.

Pursuant to California Civil Code Section 815 *et seq.*, the Property shall be held, conveyed, leased and occupied subject to the following restrictions:

1. The Property shall be used exclusively for (a) preservation, restoration and management of the Conservation Values, and (b) natural habitat oriented education, research and other uses performed in a manner that does not disturb, alter or impair the Conservation Values. The “Conservation Values” shall mean the habitats on the Property essential to maintaining various natural communities of sensitive, rare, and/or endangered plant and animal species, the enhanced connectivity between other nearby protected areas, parks, and/or watershed areas for wildlife, and the significant public benefit of preserving open space from development and providing protection for scenic qualities unique to the area.

2. The restrictions in paragraph 1 above shall not prohibit the maintenance and repair of existing roads and trails at currently existing levels of improvement or, in the event of the destruction of any such existing roads or trails, their replacement with others of similar design, size, function, location, and materials. The restrictions in paragraph 1 shall also not prohibit the construction of new unpaved multi-use trails that connect to a system of regional public trails. “Multi-use” trails means trails used by the public for passive recreational uses, exclusively on the multi-use trails, for personal, non-commercial purposes including bird watching, hiking, horseback riding and bicycling. The multi-use trails shall not be used by motorized vehicles, except as may be necessary to accommodate the disabled, to conduct ranger patrols and land management activities and to respond to emergencies. Grantee may also construct kiosks, signage, picnic tables and fencing for use by members of the public who use the Property for recreational purposes (“Recreational Improvements”). Without limitation, under no circumstances may the Recreational Improvements include concrete or asphalt or other similar impermeable surfaces (except the picnic tables themselves or as may be necessary to anchor fence posts or for structural supports associated with signage or any kiosk). Permissible multi-use trails and Recreational Improvements shall be located and constructed in a manner that causes the least impact to the Conservation Values as is reasonably practicable.

3. Grantee shall maintain or enhance the Conservation Values of the Property in perpetuity by active management practices such as (but not necessarily limited to) prescribed grazing, prescribed burning, and invasive species removal. Such activities will include, but will not necessarily be limited to, vegetation monitoring, focal species monitoring, weed abatement, control of exotic plant invasions, removal of trash, and restrictions on access to the Property by

humans, vehicles, and horses. Grantee's maintenance or enhancement of the Conservation Values shall conform with the goals and guidelines of the Multiple Species Conservation Program as long as such goals and guidelines are in effect.

4. Title to the Property may be conveyed exclusively to governmental entities or charitable non-profits that have as a primary purpose the conservation or preservation of natural habitat.

5. All commercial and residential development of the Property is prohibited and all commercial and residential development rights of any kind that are now or later allocated to, implied, reserved, or inherent in or to the Property are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or later may be bounded or described, or to any other property.

6. The division, subdivision or *de facto* subdivision of the Property is prohibited.

7. The restrictions set forth in this Deed shall (a) burden and run with the Property forever, and (b) benefit and bind the successors and assigns of Grantor and Grantee.

8. The Property shall not be used for mitigation to compensate for adverse environmental impacts, whether the adverse environmental impact is on the Property or some other property.

9. Grantor shall have the right to erect, maintain, and/or remove, at the expense of Grantor, one or more signs or other appropriate markers in prominent locations on the Property, visible from public roads or other adjoining property, bearing information indicating: (i) that the Property is protected by these restrictions; and/or (ii) the participation of Grantor in the establishment of these restrictions; the wording of which shall be decided upon by Grantor, exercising its reasonable discretion, but may in any case include such logos as the Grantor may desire. Grantor shall consult and cooperate with Grantee with respect to the choice of location for the signs.

10. Grantor shall have the right to annually enter upon the Property to monitor the County's compliance with these Deed Restrictions.

